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United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 19-15142-amc

Belinda Marie Crawley Chapter 13

Debtor(s)

CERTIFICATE OF NOTICE

District/off: 0313-2 User: Lisa Page 1 of 2
Date Rcvd: Oct 13, 2020 Form ID: pdf900 Total Noticed: 4

The following symbols are used throughout this certificate:

Symbol Definition

+ Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Oct 15, 2020:

Recipi ID Recipient Name and Address

db + Belinda Marie Crawley, 179 West Nedro Avenue, Philadelphia, PA 19120-2458

cr ECMC, P.O. BOX 16408, ST. PAUL, MN 55116-0408

cr + LSRMF MH Master Participation Trust II, Caliber Home Loans, Inc, 13801 Wireless Way, Oklahoma City, OK 73134-2500

TOTAL: 3

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Standard Time.

Recip ID Notice Type: Email Address Date/Time Recipient Name and Address

+ Email/PDF: gecsedi@recovery.com

Oct 14 2020 03:28:32 Synchrony Bank, c/o PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA

23541-1021

TOTAL: 1

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Oct 15, 2020 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on October 13, 2020 at the address(es) listed below:

Name Email Address

ANN E. SWARTZ

on behalf of Creditor LSRMF MH Master Participation Trust II ecfmail@mwc-law.com ecfmail@ecf.courtdrive.com

MICHAEL D. SAYLES

on behalf of Debtor Belinda Marie Crawley midusal@comcast.net michaeldsaylesesq@comcast.net;r43253@notify.bestcase.com

REBECCA ANN SOLARZ

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District/off: 0313-2 User: Lisa Page 2 of 2
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on behalf of Creditor Nissan Motor Acceptance Corporation bkgroup@kmllawgroup.com

SCOTT F. WATERMAN (Chapter 13)

ECFMail@ReadingCh13.com

SCOTT F. WATERMAN (Chapter 13)

on behalf of Trustee SCOTT F. WATERMAN (Chapter 13) ECFMail@ReadingCh13.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 6

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IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Belinda Marie Crawley <u>Debtor</u>	CHAPTER 13
Nissan Motor Acceptance Corporation <u>Movant</u> vs.	NO. 19-15142 AMC
Belinda Marie Crawley <u>Debtor</u>	
Scott F. Waterman, Esquire <u>Trustee</u>	11 U.S.C. Section 362

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the loan held by the Movant on the Debtor's vehicle is \$2,308.40, which breaks down as follows;

Post-Petition Payments: June 12, 2020 to September 12, 2020 at \$560.30/month

Late Charges: \$67.20 **Total Post-Petition Arrears** \$2,308.40

- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$2,308.40.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$2,308.40 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
 - d). Maintenance of current monthly vehicle payments to the Movant thereafter.
- 3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

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Certificate of Notice Page 4 of 5 writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice.

If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a

Certification of Default with the Court and the Court shall enter an Order granting the Movant relief

from the automatic stay. In the event of a third default pursuant to the terms of this Stipulation, the

Movant may file a Certification of Default with the Court and the Court shall enter an Order granting

Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default

with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

due under the terms of the vehicle and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 25, 2020 By: <u>/s/ Rebecca A. Solarz, Esquire</u>
Attorney for Movant

Date: /s/ Michael D. Sayles, Esquire

Michael D. Sayles, Esquire Attorney for Debtor

Date: October 12, 2020	/s/ Polly A. Langdon, Esquire, for
	Scott F. Waterman, Esquire Chapter 13 Trustee
Approved by the Court this day of retains discretion regarding entry of any further	, 2020. However, the court
Date: October 13, 2020	Bankruptcy Judge Ashely M. Chan